



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking an order to have the landlord comply with the *Residential Tenancy Act (Act)*.

The hearing was conducted via teleconference and was attended by the tenant; the landlord and his wife.

At the outset of the hearing the landlord and his wife noted that the landlord has a hearing impairment and the landlord's wife would be ensuring the landlord heard all testimony so that he could respond to the tenant's submissions.

Also at the start of the hearing I clarified with the tenant what remedy she was seeking as her Application for Dispute Resolution noted that she had checked off "Other" and in the details of dispute she identified two disagreements she has had with the landlord but not what she was seeking.

The tenant testified that she was seeking an order to have the landlord stop harassing her; upon further clarification we determined the tenant was seeking an order to have the landlord comply with Section 28 of the *Act*, protection of tenant's right to quiet enjoyment.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to an order providing the tenant protection of the right of quiet enjoyment, pursuant to Section 28 of the *Act*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties for a month to month tenancy beginning on April 1, 2012 with the monthly rent of \$750.00 due on the 1st of each month with a security deposit of \$375.00 and a pet damage deposit of \$150.00.

The tenant submits the landlord is constantly bothering them either by coming to the rental unit and providing verbal notices or by leaving written notices or by being on the residential property.

The tenant noted specific instances where they have cut the lawn and the landlord will contact them the next day and tell them they need to cut it more often or that they have failed to pick up dog feces in the yard even though they pick it up every 2 days.

The tenant has also pointed to some of the language the landlord uses in written communication such as the following passage from a letter from the landlord to the tenants dated June 14, 2012:

“With me, reasonable negotiation, with respect, leads usually to reasonable results. Unilateral decisions, especially made unlawfully, backed up with yelling and cursing, leads to:

- a) A “silent warfare”. I don’t cut you the slack I have been before. Eg if you are late 1 day with the rent, I don’t hesitate to charge the late fee (\$25). Dog poop issues would be another. Lawn mowing another (you are responsible for mowing whole lawn several times this summer). And so on. Suddenly I don’t cut you any slack any more. I become a stickler, and a royal pest to you. You probably compliant, and eventually move out in frustration.
- b) Eviction if you don’t adhere to the rules you agreed to.”

The landlord states that this letter was in response to a specific instance where the tenants had a freezer removed and demanded reimbursement from him without consultation or discussion prior to the freezer’s removal. He continued that he intended only to advise the tenants that if the tenant would not deal with issues before hand and if he was not treated with respect he would hold the tenants to all of the terms of their tenancy agreement. The tenant testified she found the letter to be unprofessional, threatening and harassing in nature.

The landlord testified that he has provided the tenants with 6 written notifications and that he has had less than that many discussions with the tenants since the tenancy began. The landlord acknowledges that until recently he had been renovating another house on the property to prepare it for rental and so he was on the residential property a fair amount but that none of this was related to the tenants.

Both parties acknowledge there is a current issue of concern to both parties. The issue is that the tenants have a dog that is identified as a “dangerous dog” by local bylaw and as such requires special facilities.

The landlord has raised concerns that he may be liable for any injury to third parties if the tenants are not compliant with the local bylaws and as such is requiring the tenants to license the dog and to build an enclosure for the dog to be in when outside of the rental unit.

The landlord acknowledges that the original pet agreement only requires the dog be leashed when outside but as the result of an incident with the dog of another tenant on the residential property the landlord was made aware of the local bylaw and the additional requirements for this specific breed of dog.

The landlord has submitted that he is requiring the tenants to have their dog licensed and to build an enclosure if they want to let the dog outside, at the tenant’s expense. The tenant submits that they cannot afford to have the dog licensed; neutered; and build an enclosure all at the same time as she is just starting a new job.

The landlord testified that he accepts that they may not be able to do it all right away but rather he is willing to accept the tenants are working on it but to date they had not made any attempts to comply.

Analysis

Section 28 of the *Act* states a tenant is entitled to quiet enjoyment including, but not limited to, rights to reasonable privacy; freedom from unreasonable disturbance; exclusive possession of the rental unit subject only to the landlord’s right to enter the rental unit in accordance with Section 29; and use of common areas for reasonable and lawful purposes, free from significant interference.

In light of the landlord’s testimony that disputes the tenant’s claim that he bothers them every day with appearances on the property and either verbal or written notices and in the absence of any evidence to corroborate the tenant’s claim, I find the tenant has failed to establish the landlord has contravened Section 28.

I find it an acceptable practice of a landlord to have a discussion with a tenant and to follow up that discussion in writing. The tenant has not provided any evidence to confirm that the landlord has harassed the tenants on a daily or every second day basis.

As to each party's demeanour during their interactions, while I accept the landlord has made some poor choices in the language of his written communication, there is nothing in the *Act* that requires the parties to behave in a civil manner and I have no jurisdiction over how people speak with or how what they say in writing to each other.

As no specific remedy was sought by the tenant on the issue of building an enclosure to be compliant with the local dog bylaws and to have the "dangerous dog" licensed by local authorities I make no further findings on this Application.

Conclusion

For the reasons noted above, I dismiss the tenant's Application in its entirety.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 10, 2012.

Residential Tenancy Branch